

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 9/28/04	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE SPO200	7. ADMINISTERED BY (if other than from 6) CODE		
DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 DSCP-MGBB/LINDA GRUGAN/215-737-2806		SEE BLOCK 6	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CARDINAL HEALTH, INC. 7000 CARDINAL PLACE DUBLIN, OHIO 43017		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. SPO200-04-D-7020 10B. DATED (SEE ITEM 13) 19 APRIL 2004	
CODE 00E55		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended or not forth in Item 14. The hour and date specified for receipt of Offers ☐ is amended, ☐ is not amended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) by completing Items 8 and 15, and returning _____ copies of the amendment (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

MG97X4930 5CM0 01 26.0 S33150 PHARMACEUTICAL FLEET PRIME VENDOR

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as changes in paying office, appropriation data, etc. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority) FAR 43.103(b) AND
MUTUAL AGREEMENT OF BOTH PARTIES

E. IMPORTANT:

Contractor ☐ is not, ☒ is required to sign this document, and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF BUYER (Type or print) THEO WILSON VP Government Svc		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LINDA GRUGAN CONTRACTING OFFICER	
15B. CONTRACTING OFFICER THEO WILSON	15C. DATE SIGNED 9/28/04	16B. UNITED STATES OF AMERICA BY [Signature]	16C. DATE SIGNED 9/16/04
Signature of person authorized to sign		Signature of Contracting Officer	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

Perform (BLA)

STANDARD FORM 30 REV. 10-63
Prescribed by GSA
FAR 148 CFR 83.243

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SP0200-04-D-7020, Modification # P00017

(iv) **Pharmaceutical Returns Management Program (PRMP) Credits.** DSCP has awarded a "pharmaceutical returns" contract to Guaranteed Returns, 100 Colin Drive, Holbrook, NY 11741-4308. A copy of the contract is available at the following web address: http://dscp305.dscp.dla.mil/dmmonline/pharm/return_program.asp. The contract covers the processing of returnable pharmaceuticals and the disposal of non-returnable pharmaceuticals owned by MTFs. The PRMP contract includes a fee to cover the PRMP contractor's costs for processing returnable pharmaceuticals to the manufacturer or for the disposal of non-returnable pharmaceuticals. The processing of returns by Guaranteed Returns, on behalf of a MTF, may result in the granting of credits by pharmaceutical manufacturers to the MTF or may result in the assessment of disposal costs by the PRMP contractor.

- **Note:** This is not a mandatory contract. The MTF's may contract the use of other than the DSCP PRMP Contractor as their reverse distributor. However, the Prime Vendor shall not make payments to a reverse distributor contractor, other than the DSCP PRMP contractor, out of the MTF's credit account unless the Prime Vendor has received authorization from DSCP to do so. DSCP will grant authorization only after receiving a copy of a valid contract between the MTF and a reverse distributor. A valid contract cannot pay for a service prior to the service being completed. MTFs should be instructed to fax a copy of their reverse distributor contract to their DSCP Contracting Officer, or to the PRMP POC, Vincent Vallingotti, at (215) 737-2840. Mr. Vallingotti may be reached at (215) 737-4149 or email at vincent.vallingotti@dlm.mil.

Manufacturers' Credits. If credits are granted in accordance with DSCP's PRMP contract, or any other contract between a MTF and a reverse distributor, the manufacturers will advise the pharmaceutical Primary Supplier (PS) or Secondary Supplier (SS) of the amount of the credit. The PS and SS are authorized and agree to post such credits to the MTF's credit account, less the applicable fee as cited in the contract, as billed by the PRMP contractor or other reverse distributor contractor. The PS or SS shall not release funds to the reverse distributor to pay the applicable fee until the credits for the returned goods are received from the manufacturer. Federal contract law prohibits the Government from paying for a service before the service is performed. Since part of the service that the reverse distributor must perform is the tracking of all returns until credit is received from the manufacturer, the Government shall not permit releasing funds to the reverse distributor until the entire service is performed.

PRMP or Other Reverse Distributor Contractor's Disposal Costs. If the pharmaceuticals are non-returnable, the PRMP contractor or other reverse distributor contractors will dispose of the material and advise the PS or SS of the amount of the disposal costs. For material disposed of under DSCP's PRMP contract or other reverse distributor contract, the PS or SS are authorized and agree to deduct the PRMP/other

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reverse distributor contractor's disposal costs from the customer's credit account. The PS or SS shall only release a payment to the MTF's reverse distributor contractor if there are sufficient funds in the MTF's credit account to cover the cost. Under no circumstances shall the PS or SS allow the balance of the MTF's credit account go to a negative balance.

Note: Any disputes between the Medical Treatment Facilities (MTFs) and the Pharmaceutical Returns Management Program contractor or other authorized reverse distributors, arising from the processing of returnable pharmaceuticals and/or the disposal of non-returnable pharmaceuticals owned by the MTFs, shall be negotiated solely by these parties. DSCP will not intervene in, or settle such disputes.

Note: It is anticipated that most, if not all, of the credits and/or disposal costs/fees incurred as a result of DSCP's PRMP contract or other reverse distributor contracts will involve the credit accounts established under the PS' contract. During the term of the PS and SS contracts, the Government reserves the right to change the PRMP contractor and will advise the PS and SS of any such change.